



18

WHCT-TV

Astroline Communications Company

18 Garden Street, Hartford, Connecticut 06105 (203) 547-1818

EXHIBIT

93

1/24/94

FEDERAL EXPRESS

July 18, 1985

1. Herbert A. Sostek
Astroline Corporation
231 John Street
Reading, Massachusetts 01867
2. Fred J. Boling, Jr.
Astroline Corporation
231 John Street
Reading, Massachusetts 01867
3. Richard Bane
Astroline Corporation
231 John Street
Reading, Massachusetts 01867
4. Roger Eastman
Arthur Andersen Company
100 Federal Street
Boston, Massachusetts 02110
5. George R. Neble
Arthur Andersen Company
100 Federal Street
Boston, Massachusetts 02110
6. Ford Goldman, Esq.
Schatz & Schatz, Ribicoff & Kotkin
Attorneys at Law
One Financial Plaza
Hartford, Connecticut 06103

Gentlemen:

For your information and review, I am enclosing a copy of the Tentative True Lease Proposal Astroline Communication Co., Ltd. Partnership by Advest Credit Corporation, in conjunction with U.S. Concord, Inc.

Please feel free to contact me should you have any questions or comments.

Sincerely,



Richard P. Ramirez
Managing General Partner

RPR/mvf

Enclosure

RC 005574

Set up Conference
1) w/ Fred & Savanor
2)

- pure economics -
- 1) - not incinerated -
needs to be reduced
- 2) - end of term - C from now!
"degenerate fair market"
- 3) - purchase price vs. best price
need to keep original
take proposed & file
- 4) - Additional security
subordinated - loans
- license - loans

64



July 15, 1985

Tentative True Lease Proposal For Astroline Communication Co. Ltd. Partnership

LESSOR: Advest Credit Corporation, an affiliate of ACC, or an unrelated financial institution as arranged on a best efforts basis by Advest Credit Corporation.

LESSEE: Astroline Communication Co. Limited Partnership

EQUIPMENT: Various studio and production equipment for WHCT Channel 18

ESTIMATED EQUIPMENT COST: \$3,300,000

EQUIPMENT TAKEDOWN EXPIRATION DATE: On or before September 30, 1985

EQUIPMENT LOCATION: Hartford, Connecticut and Avon, Connecticut

BASIC LEASE TERM: 84 months

BASIC RENT COMMENCEMENT DATE: October 1, 1985

INTERIM LEASE TERM AND INTERIM RENT The interim lease term will run from the date the equipment is accepted for lease by the Lessee to (but not including) the Basic Rent Commencement Date defined above. Interim rent will be payable on the Basic Rent Commencement Date, and will be in an amount equal to the daily equivalent of the rental factor times the Lessor's acquisition cost of the equipment times the number of days of interim lease term for the equipment.

RENT: During the basic lease term the Lessee will make rental payments in advance, each in an amount equal to 1.5847% of the Lessor's acquisition cost of the equipment.

TAX AND RENTAL ASSUMPTIONS: The rentals quoted in this lease proposal are based on the following assumptions, and are subject to adjustment should any or all of such assumptions not be valid:

- Recovery (Depreciation) Deductions:** Lessor will be entitled to cost recovery deductions for the Equipment for Federal and State income tax purposes on the basis that the equipment constitutes new 5-year property [as such term is defined in Section 168 (c)(2)(B) of the Federal Internal Revenue Code of 1954, as amended (the "Code")] in the amounts determined under Section 168 (b)(1) of the Code, based upon 95% of the total acquisition cost of the Equipment and utilizing the applicable percentages for 5-year property specified in the table set forth in Section 168(b)(1) of the Code in computing such deductions.

RC 005575



Astroline Communication
Tentative True Lease Proposal

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July 15, 1985

- Best effort attempt to provide*
2. To support the Lessor's tax treatment of the lease as a true lease, the Lessee will be required to furnish an independent expert appraisal to the effect that at the end of the basic lease term and any extensions thereof (a) the equipment will have a fair market value of at least twenty percent (20%) of its original cost, and (b) the equipment will have a remaining useful life of the longer of one year or twenty percent (20%) of the originally estimated useful life of the equipment.

3. Investment Tax Credit Retained by Lessor: Lessor will be entitled to an investment tax credit of 70% of Lessor's total acquisition cost of the Equipment on the basis that the Equipment constitutes new five-year property [as such term is defined in Section 168 (c)(2)(B) of the Code].

- U.S. Code*
4. The acquisition cost of the equipment will be funded by a non-recourse loan, not to exceed 10% *20%* of such acquisition cost, plus the equity funds of the Lessor, and the debt rate is anticipated to be 13.5% per annum.

TAX INDEMNIFICATION:

no go

The Lessor will be indemnified by the Lessee against the loss, disallowance, or recapture of any of the tax benefits based on the assumptions above, and will provide all representations required by the Lessor to assure the realization by the Lessor of the tax benefits assumed by the Lessor as aforesaid.

RETURN OF EQUIPMENT:

*will be at
ch 1 & note
no amount*

At the end of the basic lease term or any renewal lease term, unless the Lessee has exercised its purchase option, the Lessee shall return the equipment to the Lessor in the condition required by the Lease, at a location acceptable to the Lessor.

END-OF-TERM OPTIONS:

*Some way of
determining*

At the end of the basic lease term, if there is no default under the lease, the Lessee shall have the option of purchasing not less than all of the equipment at its then Fair Market Value, or renewing the Lease of not less than all of the equipment for an agreed upon renewal term at the equipment's then Fair Market Rental Value.

*Look in to value after
installation*

*- separate schedule -
each schedule - fair market purchase of*



Astroline Communication
Tentative True Lease Proposal

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July 15, 1985

NET LEASE:

The lease will be a net lease in that the Lessee will be responsible for (a) any and all costs and expenses in connection with the equipment, including sales and use taxes, and any other taxes, with the exception of federal and state net income taxes on the net income of the Lessor, and (b) maintaining and insuring the equipment and for making payment of all insurance premiums, and all costs, fees, charges and expenses related to the installation, use, possession, operations, maintenance, repair and return of the equipment. *out*

DOCUMENTATION:

*defers legal
not net ceiling
pre-approval
on limit.
they either can
or cannot.*

The Lease Agreement and related lease documentation will be furnished by the Lessor. The Lessor will be responsible only for its own legal fees and expenses necessary for the initial development and preparation of the Lease Agreement and all other legal fees, and all out-of-pocket expenses incurred by the Lessor will be payable by the Lessee whether or not the proposed transaction closes. The Lessor will supplement its equity with outside financing, and the cost of raising such financing and any related legal fees and expenses incurred by the Lessor will be payable by the Lessee whether or not the proposed transaction closes. The provisions of this paragraph shall survive the execution of the Lease Agreement.

USE, INSURANCE AND
MAINTENANCE OF
EQUIPMENT:

Lessee will, at its expense, maintain the equipment in good working condition, subject only to normal wear and tear, will insure the equipment against risks of loss and destruction and third party liability risks, and will use the equipment in compliance with all applicable laws.

ADDITIONAL PROVISIONS:

A) A commitment fee of \$10,000.00, which is necessary in order for the Lessor to reserve funds in an amount up to \$3,300,000 (the Estimated Acquisition Cost of the Equipment) for this transaction is payable to ADVEST CREDIT CORPORATION upon the Lessee's acceptance of this proposal. This fee will be returned to the Lessee if the Lessor's Executive Committee does not accept this transaction; otherwise, it will only be refunded to the Lessee on a pro rata basis with respect to the Acquisition Cost of Equipment purchased by the Lessor and leased to the Lessee under the Lease.

RC 005577

*what is accepted & not funded
- must include funding
- when do we get it back.
if it does not close - the 10K is
for legal expense etc. Liquidated damages -*



Astroline Communication
Tentative True Lease Proposal

July 15, 1985

- 4 -

B) Lessee shall provide the following in form and substance satisfactory to Lessor:

- ✓ 1) Opinion of Counsel to Lessee determining the likelihood of obtaining the broadcast license, and reviewing alternatives in the event that the F.C.C. does not rule in favor of Lessee.
- 2) A commitment by the Bank of Boston to advance funds to certain limited portions sufficient for operations up to \$20,000,000.
- 3) A commitment by the Limited Partners to provide financing to Lessee in amount and form as described in B,2 above.

*we all supply committ
letter from which we
Bank - sufficient to make
cash flow / Break even.*

- C) As additional security, Lessee will grant Lessor a second mortgage on the real estate located at 18 Garden Street, Hartford, CT, Lessee will not allow a senior mortgage in excess of an amount that would provide an interest of less than \$500,000 to Lessor.
- D) Lessee will agree to subordinate all claims to the proceeds of any sale of the broadcast license to Lessor.

*glenn
How to
Separate -
Renovation &
Purchase of
Property*

*Do you
on sale -
liquidate*

*(no of
private
to public
property)*

This tentative proposal is subject to approval by the Lessor's Executive Committee and to the development of documentation and all other specifics upon current conditions and are subject to adjustment by the Lessor prior to the date the lease documentation is fully executed and accepted by the Lessor.

*and capital distribution full after
debt.*

*mm
high*

Very truly yours,

ADVEST CREDIT CORPORATION

Thomas G. Hollinger

Thomas G. Hollinger
Manager of Operations

TGH/ks

cc: E. Stone
W. Jackson

RC 005578



Astroline Communication
Tentative True Lease Proposal

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July 15, 1985

ACCEPTANCE:

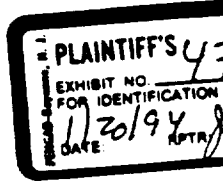
If this tentative proposal is acceptable, please sign, as accepted,
the enclosed copy of this proposal.

(Client Name)

BY _____

TITLE _____

DATE _____



September 30, 1985

Astroline Communications Company
Mr. Fred Boling
231 John Street
Reading, MA 01867

Dear Fred,

Enclosed please find a letter from Tom Hollinger, Manager of Operations, at Advest regarding the "Commitment". Acceptance of the commitment and fee has not been received consequently Advest is canceling the Commitment.

Also, enclosed you will find a television guide for the Hartford/New Haven market. Please note the extreme competition.

Sincerely,

Richard P. Ramirez
Managing General Partner

RPR/pzl

Enclosures

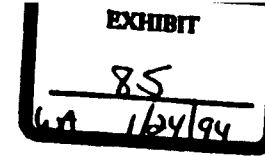
Federal Communications Commission	
Exhibit No.	113
Shenberg Broadcasting	
Identified	<input checked="" type="checkbox"/>
Received	<input checked="" type="checkbox"/>
Rejected	<input type="checkbox"/>
George Holmes	
9/30/85	
Reported	
Date	

RC 005423

18 Garden Street, Hartford, Connecticut 06105, 203-547-1818
Astroline Communications Company, Ltd Partnership

445 1374

2007



K

November 4, 1985

Dear Herb,

Enclosed please find a brochure on Mintz & Hoke. This is another agency which demonstrates strong ability in corporate identification and corporate advertising.

Best Regards,

Richard P. Ramirez
Richard P. Ramirez
Managing General Partner

RPR/pzl

Enclosure

Federal Communications Commission	
Doc. No.	Exhibit No. 114
Position	Shubert, Leonard
Reporter	George Holmes
Date	9-23-88
Identified	<input checked="" type="checkbox"/>
Received	<input checked="" type="checkbox"/>
Rejected	<input type="checkbox"/>

RC 006510

2971



December 9, 1985

Mr. Fred Boling
231 John Street
Reading, MA 01867

Dear Fred,

Robert LaPlante, our research person prepared this "one sheet" for our internal staff.

While a little technical I thought it would help explain why we need the new tower so much.

Remember, we pay programming to market size not audience delivered.

We've done a super job to get what we have, it is just not competitive (signal, coverage).

Sincerely,

Richard P. Ramirez
Richard P. Ramirez
Managing General Partner

RPR/pzl
enclosure

Federal Communications Commission	
Doc#	Exhibit 115
Pres	Shurberg Broadcasting
	Identified <input checked="" type="checkbox"/>
	Received <input checked="" type="checkbox"/>
	Rejected <input type="checkbox"/>
Reporter	George Holmes
Date	9-23-98

RC 006504

72

In New Haven County, where cable penetration is 74%, WHCT reaches roughly 92% of potential cable viewers. Once again, using July '85 figures, this would exclude 19 of Metro New Haven's 334 diaries. Additionally, 50 or more diaries could be lost due to the weakness of the broadcast signal to the non-cable households in New Haven County.

In total, at least 200 and perhaps 300 DMA diary households (or more) are shut out from viewing us when our current cable carriage and signal strength are compared with the July '85 in-tab diary figures.

These missing diaries amount to between 21-31% of the total in-tab sample of July '85.

Our chances of being reportable for more dayparts in the Arbitron November book are better due to the fact that Arbitron's standards for reportability are less than Nielsen's and the fact that the ADI (Arbitron) doesn't contain Windham County (where our viewership is weak) while the DMA (Nielsen) does.

R. LaPlante

December 9, 1985

RC 006505

Why WHCT Didn't Reach Reportable Viewing Levels for All Dayparts in
the November 1985 Nielsen Ratings

According to advance information obtained from Nielsen in Dunedin, Fla., WHCT has reached reportable viewing levels from 4pm to 11pm. Other dayparts did not achieve reportability.

For the 4-6pm block, WHCT had a rating/^{share} of 1/2. By comparison, TXX had a 1/4 (down from October's 2/5) and TIC posted a 2/5 (down from 2/6 in October).

WHCT also obtained a 1/2 rating/share for the 6-7:30 PM and 7:30-8:00PM time blocks. Traditional prime time (8-11PM) numbers for WHCT were 1/1. At this time, it appears that other time blocks, including sign-on to sign-off, were unreportable for WHCT.

Why wasn't the station reportable in all dayparts?

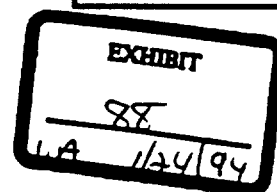
WHCT is currently carried on twelve of the 23 cable systems serving the Hartford/New Haven DMA. These systems serve 75% of the households subscribing to cable in the DMA. 25%, or nearly 140,000 subscribing households, cannot receive us on cable in the DMA. Due to this fact, and to the weakness of the station's broadcast signal outside of the Metro Hartford area (Hartford County), large numbers of rating service diary holders in the DMA cannot view any of our programming. The number of diary holders in question is so large that this situation strongly impacted WHCT's chances of reaching "reportability" in the November Nielsen ratings.

Let's look at Nielsen for July 1985, again. In three of the seven counties comprising the DMA, our cable carriage is still nonexistent. Our broadcast signal into these areas is marginal or nonexistent. These three counties--Middlesex, New London, and Windham were the home counties of exactly 200 in-tab diary households (out of a DMA total of 982 for that rating period). In essence, these 200 diary holders (over 20% of the total) are eliminated from our potential viewer pool even before they turn on their television set.

In Litchfield County, the station is available on cable in thirteen of 25 towns. This county had 75 diaries in July, and a cable penetration of 54%. Since we reach about 72% of subscribing households, we can expect that at least 11 cabled diary HH's can't receive us. Once again, our broadcast signal is marginal or unviewable in vast portions of this county.

WHCT is carried on cable in nine of the thirteen towns that make up Tolland County. In the latest ratings period Tolland County had 43 in-tab diaries.

Diary households are also being "lost" in the New Haven Metro area.



January 29, 1986

TO: Herb Sostek
 FROM: Rich *Rich*
 RE: Red Sox/Sports Programming

Attached are the notes/correspondence regarding Red Sox Baseball and New York Baseball. To reiterate our conversation . . .

WSBK-TV38 Boston originates the Sox - Dan Berkery is General Manager, Stu Tauber is Station Manager - both are very close to management (Pat Brady, General Manager) at WVIT-TV30 in Hartford who currently have rights option.

What we need to determine is the accuracy of the Tauber message and that no "trigger clause" is in the present contract. That is VIT-TV30 has option to meet new market offer or something.

Finally, it is important that the Red Sox organization know of the willingness of other broadcast stations to bid for their team.

cc: Fred Boling

RC 006552

Federal Communications Commission	
Doc#	Exhibit No. 116
Pre	Shuberg Broadcasting
D	Identified <input checked="" type="checkbox"/>
	Received <input checked="" type="checkbox"/>
	Rejected <input type="checkbox"/>
George Holmes	
9-23-98	
Date	

18 Garden Street, Hartford, Conn. 06105, 203-547-1818
 Astroline Communications Company, Ltd. Partnership

76

K

Astroline Corporation

231 JOHN STREET
READING, MASSACHUSETTS 01867

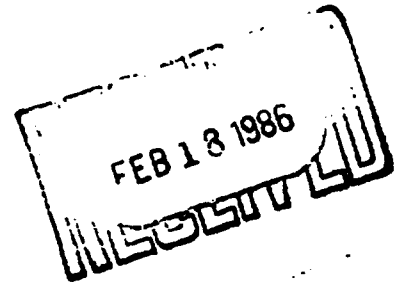
SBH Exh. 117

HERBERT A. SOSTEK
CHAIRMAN OF THE BOARD

PHONE: (617) 942-1600
TELEX NO. 949496

February 15, 1986

51
Thomas A. Hart, Jr., Esquire
Baker & Hostetler
1050 Connecticut Ave., N.W. - 11th Floor
Washington, D.C. 20006



Dear Tom:

I was quite surprised by Rich's letter of February 3, 1986 concerning the expiration on January 6, 1986 of WHCT's Special Temporary Authority to operate the station.

It has been our experience when such an important thing as an operating license from a federal agency has to be renewed, our law firm has kept some sort of a suspense file to notify us of the impending date. Rich's letter was sent to you nearly a month after the expiration, and to be quite honest, we are troubled by the fact that it was his office that picked it up rather than yours.

Tom - the legal fees we have paid on the Channel 18 project (as well as others) certainly deserve a top priority in being dealt with, and this occurrence causes us to wonder about the follow-up we are receiving or will receive in the future.

I would appreciate hearing from you on this matter at your earliest convenience.

Very truly yours,

Herbert A. Sostek

mlm

cc: Fred J. Boling, Jr.
Richard Ramirez

Federal Communications Commission	
Docket	Exhibit No. 117
Preser.	Shurberg Broadcasting
Dis	Identified <input checked="" type="checkbox"/>
	Received 9-29-98
	Rejected
Reporter	George Holmes
Date	9-23-98

BH 0866

BAKER & HOSTETLER

ATTORNEYS AT LAW

IN CLEVELAND, OHIO
3200 NATIONAL CITY CENTER
CLEVELAND, OHIO 44114
(216) 621-0200
TWX 810 421 8375

IN COLUMBUS, OHIO
65 EAST STATE STREET
COLUMBUS, OHIO 43215
(614) 226-1541

WASHINGTON SQUARE, SUITE 1100
1050 CONNECTICUT AVE., N.W.
WASHINGTON, D.C. 20036

(202) 861-1500
TELECOPIER: (202) 466-2387
TELEX 650-835-7276

IN DENVER, COLORADO
SUITE 1100, 303 EAST 17TH AVENUE
DENVER, COLORADO 80203
(303) 861-0600

IN ORLANDO, FLORIDA
13TH FLOOR BARNETT PLAZA
ORLANDO, FLORIDA 32801
(305) 841-1111

WRITER'S DIRECT DIAL NO.:

(202) 861-1658

February 19, 1986

VIA FEDERAL EXPRESS

Mr. Herbert A. Sostek
President
Astroline Company
231 John Street
Reading, MA 01867

Dear Herb:

Federal Communications Commission

Docket # _____ Exhibit No. 118
Presented by Shusberg Broadcasting
Disposition { Identified ✓
Received _____
Rejected _____
Reporter George Holmes
Date 9-23-98

Pursuant to your correspondence dated February 15, 1986, I want to assure you that WHCT-TV is (and always has been) my most important client. The mix-up regarding the expiration of WHCT-TV's Special Temporary Authority ("STA") occurred because a former paralegal failed to note the expiration date in the firm's "tickler file." We have hired a new paralegal who keeps the file current on a daily basis. Although I realize that this does not excuse the oversight, this is merely an attempt to explain the circumstances surrounding it. Therefore, in the future, all pending items for WHCT-TV will be documented and handled accordingly.

I personally met with Clay Pendarvis, Chief of the TV Branch, Mass Media Bureau of the Federal Communications Commission ("Commission"), along with Jack Whitley, an associate in the firm who was formerly a staff attorney with the Mass Media Bureau, in order to get WHCT-TV's STA extended until July 6, 1986. I have enclosed a copy of the telegram from the Commission authorizing this extension. You will notice that the licensee name and address listed for Astroline Communications Company Limited Partnership ("Astroline") are incorrect; I have forwarded a letter to the Commission requesting a correction of this mistake. Rather than deal with the prospect of renewing the STA every six months, I will attempt to "walk through" the application for a permanent license for WHCT-TV to enhance Astroline's position should we need the expectation of renewal for a comparative hearing. The permanent licenses for television stations in Connecticut are valid through December 1988.

Mr. Herbert A. Sostek
February 19, 1986
Page Two

Also, I am in the process of developing a draft "action plan" for Astroline concerning matters originating in Washington, D.C. You should receive this plan by next week, at the latest. In the plan, I will set forth ideas for the Federal Communications Commission v. Shurberg Broadcasting of Hartford, Inc. litigation, the "must carry" issue, David Chase's transfer application and the permanent license for WHCT-TV from the Commission. Once again, I apologize for the oversight regarding the STA and can assure you that it will not happen again. Please give me a call at your convenience. I would like to discuss this matter with you and Fred in greater detail.

Sincerely,



Thomas A. Hart, Jr.

Enclosure
cc: Richard P. Ramirez (w/encl.)
TAH/tdh

**Mr. Herb Sostek
Astroline
231 John Street
Reading, MA 01867**

PLANNING
EXHIBIT
73
12-17-90 SIP

Dear Herb,

The current capital budget for these areas (exclusive of any TV equipment) is anticipated to come at the expected budget level.

Total Renovation Amount Contracted	\$801,802
Payments Made or in Progress	541,285
Remaining Balance Owed	260,517

However, there are two additional areas of work on the building to be constructed:

- 1) roof/masonry,
2) windows.

We have previously discussed the window work: replacing existing sashes and panes, removal from premises and replacement with insulated thermopane windows. It is estimated at \$30,000.00 for all windows on the 2nd floor. Ground floor windows will be bricked over or remain where security permits.

The additional expense area not previously discussed in any detail is the roof. Resulting from normal wear and tear and compounded by the six air conditioner units (and assorted heat exchange equipment) needed for our operation the roof is in deplorable condition. The masonry is suffering due to water going under the deck as well. Two bids have been received for approximately \$30,000.00. This additional work was not included in previous budgets.

[illegible]



If it becomes necessary to choose one project over the other (you Herb have given the go ahead for the windows) I strongly suggest doing the roof in its entirety and only cosmetics on the windows. However, both projects while additional are very prudent expenditures, the roof being vitally important to protecting the extensive investment in renovation and equipment.

I'll call shortly to discuss these projects as well as update tower proceedings.

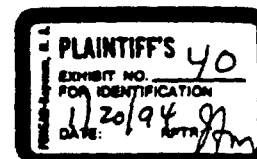
Sincerely,



Richard P. Ramirez
General Manager

RPR/pzl

Enclosure



April 8, 1986

Mr. Fred Boling
Astroline
231 John Street
Reading, MA 01867

RE: CONSTRUCTION at 18 Garden Street

Dear Fred,

At present we are closing in on the final touches of the 2nd floor. I estimate that within 2 weeks the tech area on the main floor will be complete. The completion of the entrance and the studio areas are moving forward steadily with completion anticipated (with 2 weeks for material/weather delay) for May 30th.

The current capital budget for these areas (exclusive of any TV equipment) is anticipated to come at the expected budget level.

Total Renovation Amount Contracted	\$801,802
Payments Made or in Progress	541,285
Remaining Balance Owed	260,517

However, there are two additional areas of work on the building to be constructed:

- 1) roof/masonry,
- 2) windows.

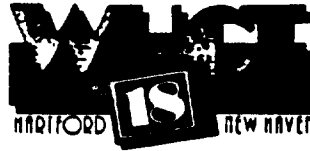
We have previously discussed the window work: replacing existing sashes and panes, removal from premises and replacement with insulated thermopane windows. It is estimated at \$30,000.00 for all windows on the 2nd floor. Ground floor windows will be bricked over or remain where security permits.

The additional expense area not previously discussed in any detail is the roof. Resulting from normal wear and tear and compounded by the six air conditioner units (and assorted heat exchange equipment) needed for our operation the roof is in deplorable condition. The masonry is suffering due to water going under the deck as well. Two bids have been received for approximately \$30,000.00. This additional work was not included in previous budgets.

RC 006566

18 Garden Street, Hartford, Connecticut 06103-2014
Telephone: (603) 281-1111

K



If it becomes necessary to choose one project over the other (you Herb have given the go ahead for the windows) I strongly suggest doing the roof in its entirety and only cosmetics on the windows. However, both projects while additional are very prudent expenditures, the roof being vitally important to protecting the extensive investment in renovation and equipment.

I'll call shortly to discuss these projects as well as update tower proceedings.

Sincerely,

A handwritten signature in dark ink, appearing to read 'Richard P. Ramirez', written over a horizontal line.

Richard P. Ramirez
General Manager

RPR/pzl

Enclosure

RC 006567

K



RENOVATION CONTRACT / PAYMENT SUMMARY

	<u>Contract Amount</u>	<u>Payments Made</u>	<u>Payments In Progress</u>	<u>Remaining Balance</u>
Able Fence, Co.	\$ 2,000	\$ 0	\$ 0	\$ 2,000
Accra Temps	193,301	120,460	30,590	42,251
Adelson Bros.	2,467	2,340	0	127
Builders Inc.				
Management Fee	49,000	15,000	0	34,000
Sub-contractor Fee	82,000*	52,000	0	30,000
Central CT Acoustics	36,430	17,290	0	19,140
Dry Wall Unlimited	88,324	59,081	0	29,443
Dansky Corp.	8,925	855	0	8,070
Ronnie DeMeo	6,300	5,130	0	1,170
Grace Welding/Metal Crafts	23,402	4,500	0	18,902
Horizon Technologies	17,877	5,959	0	11,918
Hurwitt Safford	9,129	0	0	9,129
H & L Construction	2,475	0	0	2,475
Harconn Hardware	23,884	0	19,032	4,852
New England Door & Hardware	2,410	0	0	2,410
Nutmeg Glass Co.	24,350	24,092	0	258
Frank Pendergast	14,683	13,949	0	734
Power Sources	126,320	122,319	0	4,001
Park Roway Inc.	46,225	41,088	0	5,137
S & C Painting Inc.	16,660	7,600	0	9,060
Zerio & Sons	25,440	0	0	25,440
	<u>801,802</u>	<u>491,663</u>	<u>49,622</u>	<u>260,517</u>

*Approximate estimate of sub-contractor fees.

RC 006568

K



9/9/98

Paul,

In the Walter Conrad
 letter was a hand written
 note from me regarding
 Gordon Olson. I think
 you should be advised.

We could really use
 a push on this one and
 the ad campaign!

thru
 Phil

Federal Communications Commission

Docket _____
 Proceed _____

Exhibit No. 121

Shirley Broadbent

Identified ☒ Received 9-29-98

Rejected _____

Reporter George Holmes

Date 9-23-98

RC 005689



September 11, 1986

VIA PUROLATOR COURIER

Laura L. Smith	
Exhibit No. <u>25</u>	For I.D. <input type="checkbox"/>
<input type="checkbox"/> Piff.	<input checked="" type="checkbox"/> Del.
Witness: <u>L. Smith</u>	
Date: <u>9-1-86</u>	

Mr. John G. Curry
 Division Marketing Manager
 Texaco, U.S.A.
 1 University Park
 Waltham, MA 02254

Dear John,

It was a pleasure speaking with you today regarding opportunities for Texaco to participate in Hartford Whalers Hockey.

WHCT-TV18 will telecast exclusive coverage of Whaler Hockey. "Whalermania" is rampant throughout Connecticut and Western Massachusetts spurred by the playoff performance this past spring. The Whalers are Connecticut's only professional sports franchise and are enjoying unprecedented popularity as the new season arrives.

I am enclosing the package presented today (September 11) to Thom Thompson of William Esty which includes background material on the Hartford market, WHCT and of course the Whalers.

If there is anything you need or should questions arise from your review I am at your service.

Thank you for your personal interest and quick attention.

Sincerely,


 Richard P. Ramirez
 General Manager

RPR/pzi

Enclosure

bcc: Herb Sostek, Astroline Pacific
 Derek Ween, Astroline Communications Corp.

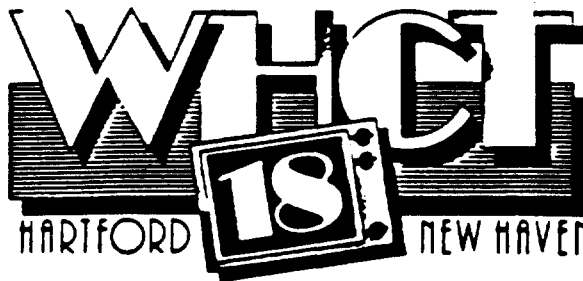
RC 005693

18 Garden Street, Hartford, Connecticut 06105, 203-547-1818
 Astroline Communications Company, Ltd. Partnership

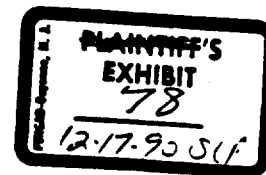
196

Federal Communications Commission	
Docket	Exhibit No.
Present	Shubert
Date	Received
Reporter	Rejected
Date	Accepted

October 7, 1986



Mr. Fred J. Boling, Jr.
General Manager
Astroline
231 John Street
Reading, MA 01867



Dear Fred.

I am outlining those races, both Federal and State elections, where Astroline Communication Company Limited Partnership have clear and specific interest. These interests are by either previous demonstration by the candidate to the WHCT issues or the strong likelihood of WHCT requiring their support in the near term.

I expect we can discuss these suggestions on October 15th.

CONGRESSIONAL:

Nancy Johnson (R) incumbent: maximum contribution recommended.
NOTE: likely to be appointed to Energy Sub-Committee next year.

Bruce Morrison (D) incumbents: New Haven County: 50% contribution.

Barbara Kennelly (D) incumbent: Hartford (City): 50% contribution.

John A. Rowland (R) incumbent: 25% contribution.

GOVERNMENTAL:

Julie Belaga (R) candidate for Governor: 50% contribution (local).

Richard Johnston (R) State Senate: Assistant Majority Leader, Chair Judiciary Committee (local).

Sincerely,


Richard P. Ramirez
General Manager

RPR/pzl

18 Garden Street, Hartford, Connecticut 06105, 203-547-1818
Astroline Communications Company, Ltd. Partnership

982

Federal Communications Commission	
Exhibit No. 123	
Shubert Broadcasting	
Docket	Identified
Present	Received
Dist.	Rejected
Reporter	Holmes
Date	9-23-98



February 26, 1987

Mr. Kirk Dodd
 Senior Vice President Finance & Business Affairs
 Paramount Television
 5555 Melrose Avenue
 Building B
 Los Angeles, CA 90038

Dear Kirk,

Pursuant to our conversation of February 23rd regarding the proposed restructure of WHCT's payment plan, submitted for your review in a February 17th letter, the following revision is set forth.

However, I must reiterate two key points of our discussion. First, 1987 and 1988 are critical. We must achieve relief in these two years. Second, is the very high level of cooperation we have received from our other key suppliers.

In reviewing our situation with Paramount I recognize the "availabilities of future product" position is not present as a rationale for your assistance. However, future commitments do not ensure our ability to survive our current cash flow difficulties.

Therefore, we are proposing the following:

PAYMENT

1987	115,000
1988	200,000
1989	360,000

We are anxious to resolve these difficulties. I anxiously await your reply.

Sincerely,

Richard P. Ramirez
 General Manager

RPR/pal

cc: Lucie Salhany
 Steve Goldman

bcc: Herb Sostek
 Terry Planell
 Al Rozanski

RC 005163

18 Garden Street, Hartford, Connecticut 06105, 203-547-1818
 Astroline Communications Company, Ltd. Partnership

C18 000182

200/07

Federal Communications Commission

Exhibit No. 124

Shubert, George

Identified ☒

Received ☒

Rejected ☐

Dis: Holmes

Reporter George

Date 9-23-88



February 26, 1987

Mr. Murray Oken
Senior Vice President, Sales & Marketing
Castle Hill Productions, Inc.
1414 Avenue of the Americas
New York, New York 10019

Dear Murray,

Pursuant to our phone discussion on February 25th with regard to WHCT's payment proposal I have made the following adjustments.

	<u>Cash Obligation</u>	<u>Payment</u>	<u>Deferral</u>	<u>Cummulation</u>
1987	33,680	6,700	26,900	
1988	22,800	14,595	8,205	35,105
1989	-----	35,105	-----	-----

I hope this revised program meets with your approval. We are anxious to resolve our difficulties.

Sincerely,


Richard P. Ramirez
General Manager

RPR/pzl

bcc: Herb Sostek
✓ Al Rozanski
Terry Planell

Federal Communications Commission	
Docket	Exhibit No. 125
Preser	Shunberg Roadcast
Dis	Identified <input checked="" type="checkbox"/>
	Received <input checked="" type="checkbox"/>
	Rejected <input type="checkbox"/>
Reporter	George Holmes
Date	9-23-92

RC 006050





February 26, 1987

Mr. Howard Baldwin
Chairman & Managing General Partner
Hartford Whalers Hockey Club
One Civic Center Plaza
Hartford, CT 06103

Dear Howard,

As per our contract to telecast Hartford Whalers Hockey I am very pleased to inform you of the completion of our tower and transmitter facility.

I am enclosing a new coverage map which depicts the required signal contours of this new facility. Yet, I think you will find the enclosed copy of a post card most encouraging.

WHCT continues to strive to present Connecticut, Massachusetts, Rhode Island and New York viewers the best signal and best programming possible. We are looking forward to bringing the Whalers to the expanded service area of WHCT.

Sincerely,

Richard P. Ramirez
Richard P. Ramirez
General Manager

RPR/pai

cc: Bill Barnes

bcc: Dave Andrews
Herb Sostek
Fred Boling

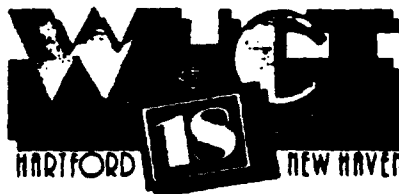
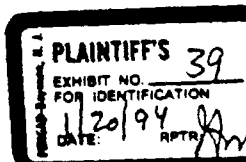
Enclosures

Federal Communications Commission	
Docket No.	Exhibit No. 126
Presented to	Shubert Broadcasting
Dispositi.	Identified <input checked="" type="checkbox"/>
	Received <input checked="" type="checkbox"/>
	Rejected <input type="checkbox"/>
Reporter	George Holmes
Date	9-23-78

RC 006072

18 Garden Street, Hartford, Connecticut 06105, 203-547-1818

109
C18 002677



March 5, 1987

Mr. Fred Boling
Astroline
231 John Street
Reading, MA 01867

Dear Fred,

Attached is the summary of market revenue for the month of February 1987.

Note the disparity in the national figures among the three independents TIC, TXX, HCT. Also, note the local figures and their lack of significant separation. While our local numbers include sports - so do the other stations figures.

This is a dramatic example of a few things:

- 1) significant attraction of Whalers
- 2) superb effort of local sales
- 3) national is naturally entirely dependent upon ratings success.

TIC and TXX enjoy a 1/3, 1/4 sign-on to sign-off consistently. If February represents 6%-8% of their annual national billing then:

TIC range is 8,250 - 4,688
TXX range is 7,700 - 5,775.

Our significant national response will not occur until fourth quarter, assuming a sign to sign in both February and May. With a sign to sign number in February national should double or triple current non-sports national by May - June period.

Nothing contributes more to the sign to sign than the reach of the new tower and Whalers. Each adds "cume" - new TV households. While the Whalers may still be an operating loss, their value is immeasurable.

In summary, a well done is in order to our local sales effort and a "keep the fingers crossed" is due our national. There is no question that sign to sign and national revenue is ahead of us in time. It is just that time is the enemy.

Regards,

A large, stylized handwritten signature in black ink, appearing to read "Richard P. Ramirez".

Richard P. Ramirez
General Manager

RPR/pzl

RC 006135

18 Garden Street, Hartford, Connecticut 06105, 203-547-1818
Astroline Communications Company Ltd. (Incorporated)

11 2 45 1646

Federal Communications Commission

Docket No. _____

Presented by _____

Dispositive _____

Report _____

Date _____

Exhibit No. 127

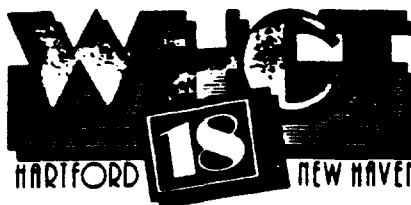
Subs by SS

Received K

Rejected Holmes

6/20/47

9-23-98



March 5, 1987

Mr. Herb Sostek
Astroline Pacific
200 Oceangate
Suite 540
Long Beach, CA 90802

Dear Herb,

Attached is the summary of market revenue for the month of February 1987.

Note the disparity in the national figures among the three independents TIC, TXX, HCT. Also, note the local figures and their lack of significant separation. While our local numbers include sports - so do the other stations figures.

This is a dramatic example of a few things:

- 1) significant attraction of Whalers
- 2) superb effort of local sales
- 3) national is naturally entirely dependent upon ratings success.

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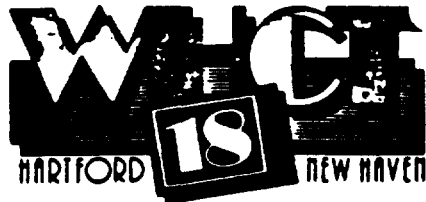
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In summary, a well done is in order to our local sales effort and a "keep the fingers crossed" is due our national. There is no question that sign to sign and national revenue is ahead of us in time. It is just that time is the enemy.

Regards,


Richard P. Ramirez
General Manager

RPR/pzl



MEMORANDUM

TO: Mike Kibbey
Richard Ramirez
FROM: Mary Rose McHugh *MR*
DATE: March 4, 1987
RE: FEBRUARY MARKET COMPETITIVE

The following represents 1987 February actuals.

	<u>L</u>	<u>N</u>	<u>TOTAL</u>
FSB	924	1394	2318
TNH	976	1912	2888
VIT	513	726	1239
*TIC	205	375	580
TX	238	462	700
HCT	<u>200</u>	<u>60</u>	<u>260</u>
	3,056	4,929	7,985

*Mike's estimates

Reported HCT	210	75
--------------	-----	----

Federal Communications Commission	
Docket No. —	Exhibit No. — 128
Presented by	Shubert
Deposited	Referred
Reported	Referred
Date — 9-23-98	Holmes



March 11, 1987

Sara J. Rutenberg
Director of Business Affairs
MCA Television Limited
100 Universal City Plaza
Universal City, CA 91608

Dear Sara,

Pursuant to our conversation of March 9th with regard to letter of agreement dated February 19, 1987 I am providing the following disclosure which relates to paragraph 5 of said agreement.

In determining "more favorable terms" WHCT-TV18 may agree to payment plans with other suppliers which in effect are a higher percentage (of obligation) than enjoyed by MCA. This may occur in the instance where established contracts payment schedules and license end dates are '87 or '88. By way of example:

Supplier X	87	88	89	90
Obligation	500	100		
Pay	100 (20%)	100 (100%)		
Deferral		400		
Payback			200	200

Here the percent applied in 1988 is greater than in the MCA agreement. However, as the payment stream is extended beyond both the (original) payout period and license term we do not feel this to be "more favorable treatment."

Thank you for your cooperation and quick attention to this matter.

Sincerely,



Richard P. Ramirez
General Manager

RPR/pzl

Enclosure

bcc: Herb Sostek
Fred Boling

Federal Communications Commission

Docket No. _____ Exhibit No. 129
Presented by Shenberg Broadcasting
Disposition { Identified ✓
Received ✓
Rejected _____
Reporter George Holmes
Date 4-23-88

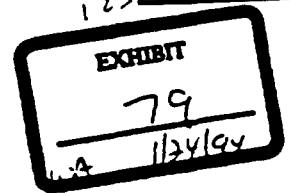
RC 006042

18 Garden Street, Hartford, Connecticut 06105, 203-547-1818
Astroline Communications Company, Ltd. Partnership

C18 002896



June 8, 1987



Mr. Herb Sostek
Chairman of the Board & General Manager
Astroline Pacific
200 Oceangate, Suite 540
Long Beach, CA 90802

Dear Herb,

Enclosed is a revised pro-forma for WHCT. The underlying assumptions at play are quite simple and well within "reasonable" expectations of markets with similar composition (from both dollar volume and number independents).

Please note that the most recent market revenue figures (enclosed) show 1986 net market revenue growth at 17.96%! First quarter of 1987 is pacing well ahead of our market estimates as well.

The critical components of this pro-forma are the program acquisitions, and promotion. The schedule shows our existing cash obligations (line 3) and anticipated obligations (line 9) when all deferrals are concluded. First Round would be commitment to programs available now (September of 1987) thru September 1988 with a critical eye on movies, sit-coms and action-adventure hours. Second Round are commitment whose payment would not take place for some time but whose contracts would be entered in first and second quarter 1988. Finally, Sports/Specials would account for originated programs, specials, movie opportunities, sports shortfalls (if we go after summer baseball which I strongly recommend) and present a "safety valve" with regard to future costs that can be curtailed (without deferral). It is important to recognize that 1989, 1990 and 1991 obligations (line 9) reflect deferral paybacks.

If in today's market place independents as a whole more than double their audience deliver in revenue - 8.9% share s/o - s/o yields 18.5% revenue share and that three independents should generate 12 audience share points (given competitive programming and promotion). Then the 1989-92 growth scenarios are well within the economics of independent TV market analysis. The importance of competitive programming and the need for aggressive promotion can not be overstated. The Whalers Hockey contract is a great launching point, however, if we are to take advantage of the assets we have worked so hard to set in place - studio, tower, cable penetration and Whalers - then programming must be resupplied.

I hope these revisions are helpful.

Sincerely,

Richard P. Ramirez
General Manager

RPR/pzl

bcc: George Neble

RC 006134

18 Gordon Street, Hartford, Connecticut 06105-203-547-1000
Astroline Communications Company, Ltd. Partnership

551649

1270

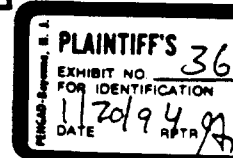
Federal Communications Commission
Exhibit No. 130

Docket No. Shubert
Presented to Shubert

Disposition:

Identified Shubert
Received Shubert
Rejected Shubert

Reporter Shubert
Date 9-23-98



June 8, 1987

Mr. Fred Boling, Jr.
General Manager
Astroline
231 John Street
Reading, MA 01867

Dear Fred,

Enclosed is a revised pro-forma for WHCT. The underlying assumptions at play are quite simple and well within "reasonable" expectations of markets with similar composition (from both dollar volume and number independents).

Please note that the most recent market revenue figures (enclosed) show 1986 net market revenue growth at 17.96%! First quarter of 1987 is pacing well ahead of our market estimates as well.

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If in today's market place independents as a whole more than double their audience deliver in revenue - 8.9% share s/o - s/o yields 18.5% revenue share and that three independents should generate 12 audience share points (given competitive programming and promotion). Then the 1989-92 growth scenarios are well within the economics of independent TV market analysis. The importance of competitive programming and the need for aggressive promotion can not be overstated. The Whalers Hockey contract is a great launching point, however, if we are to take advantage of the assets we have worked so hard to set in place - studio, tower, cable penetration and Whalers - then programming must be resupplied.

I hope these revisions are helpful.

Sincerely,

Richard P. Ramirez
General Manager

RPR/pzl

RC 005636

18 Garden Street, Hartford, Connecticut 06105, 203-547-1818
Astroline Communications Company, Ltd. Partnership

121

Federal Communications Commission

Exhibit No. 131

Docket No. Shubert

Presented by ✓

Identified ✓

Received ✓

Dispositive ✓

Rejected Holmes

Reporter Greene

Date 9-23-78



August 17, 1987

Mr. D. B. Haseotes
Chairman of the Board &
Chief Executive Officer
Cumberland Farms
777 Dedham Street
Canton, MA 02021

Dear Mr. Haseotes,

I was discussing with Herb Sostek (who is a partner in WHCT-TV18) the status of our Hartford Whalers Hockey telecasts for this coming season. Mr. Sostek suggested that I provide you with a sponsorship package for forwarding to those appropriately involved in marketing evaluation.

Mr. Sostek informs me that the Gulf/Cumberland Farms operations are quite substantial and may be interested in such a unique marketing vehicle as sponsorship of the Whalers Hockey telecast. The enclosed generic presentation provides information on the teams success, the growth of WHCT-TV18 and outlines several advertising/promotional plans; multiple location high traffic outlets offer numerous promotion/merchandising avenues.

I shall call your office next week to determine the appropriate person(s) to discuss a Gulf/Cumberland Farms opportunity.

Sincerely,

Richard P. Ramirez
General Manager

RPR/pzl

Enclosures

P.S. Mr. Sostek passes on his personal regards.

bcc: Herb Sostek
Fred Boling

Enclosed
Cumberland
Farm
Whalers
Hockey
Sponsorship
Package

Federal Communications Commission		
Docket No.	Exhibit No. 132	
Presented by	Shubert B. Beckley	
Disposition	Identified	<input checked="" type="checkbox"/>
	Received	<input checked="" type="checkbox"/>
	Rejected	<input type="checkbox"/>
Reporter	George Holmes	
Date	9-23-94	